

A RESOLUTION

00- R -1861

**BY COUNCILMEMBERS DEBI STARNES, CATHY WOOLARD AND
DOUG ALEXANDER**

**A RESOLUTION AUTHORIZING THE MAYOR TO
EXECUTE AN AGREEMENT AMONG THE CITY OF
ATLANTA, THE FREEDOM PARK CONSERVANCY,
INC. AND THE R.A. BLOCH CANCER FOUNDATION,
INC. FOR THE DEVELOPMENT, DESIGN AND
CONSTRUCTION OF THE RICHARD AND ANNETTE
BLOCH CANCER SURVIVORS PLAZA TO BE
LOCATED IN FREEDOM PARK AND FOR OTHER
PURPOSES.**

WHEREAS, the City and Freedom Park Conservancy, Inc. (the Conservancy) are parties to an agreement, as amended, for the design, engineering and construction related to the development of the Freedom Park Trail and associated landscaping within Freedom Park; and

WHEREAS, the R. A. Bloch Cancer Foundation, Inc. wishes to donate \$750,000 to the Conservancy for the design and construction of the Richard and Annette Bloch Cancer Survivors Plaza to be located in Freedom Park and to donate an additional \$100,000 to the City of Atlanta for the maintenance of said plaza, as well as to deliver to the site, the sculpture "Cancer... there's hope" by Victor Salmones; and

WHEREAS, the City wishes to accept this donation and to authorize and agree to the construction of said plaza.

**THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA HEREBY
RESOLVES as follows:**

SECTION 1: The Mayor, on behalf of the City of Atlanta, is hereby authorized to execute an agreement among the City of Atlanta, The Freedom Park Conservancy, Inc. and the R. A. Bloch Cancer Foundation, Inc. for the development, design and construction of the Richard and Annette Bloch Cancer Survivors Plaza to be located in Freedom Park. Said agreement shall be in the form which is attached to this resolution.

SECTION 2: All resolutions or parts of resolutions in conflict herewith are hereby rescinded.

Agreement

THIS AGREEMENT, made this _____ day of _____ 2000, by and between R. A. Bloch Cancer Foundation, Inc. (hereinafter referred to as "donor") and the City of Atlanta (hereinafter referred to as "City"), and The Freedom Park Conservancy, Inc.

WITNESSETH:

WHEREAS, Donor has proposed development of a cancer survivors ^{plaza} park in Atlanta, Ga.; and

WHEREAS, a site located on Moreland Ave. between Druid Pl. and North Ave. has been recommended as dedicated park land by Donor and City and Freedom Park Conservancy, Inc. and

WHEREAS, Donor has graciously agreed to donate funds and materials as specified in Article V to design, construct and maintain such cancer survivors park; and

WHEREAS, the parties desire to enter into an agreement to set forth their respective rights, duties and obligations concerning such park.

NOW, THEREFORE, in consideration of these mutual covenants, the parties do hereby agree and contract as follows:

I. PURPOSE

The purpose of this Agreement is to specify the rights, duties, obligations and responsibilities of the parties for the development, construction and maintenance of a park in Atlanta, GA

II. SITE

The site for the cancer survivors ^{plaza} park is a 4 acre parcel of undeveloped real property leased by the City and located on the East side of Moreland Ave between. It is centrally located, easily accessible and will be seen on a daily basis by virtue of its position on a major ^{North Ave & Druid Pl.} trafficway. ^{Plat No. _____} is appended for further description (Attachment A).
Concept Plan

III. PARK NAME

will be referred to and known as the "Richard & Annette Bloch Cancer Survivors Plaza

IV. TERM

This agreement shall be in full force and effect from and after the date of execution.

V. RIGHTS, DUTIES AND OBLIGATIONS OF DONORS

Donor agrees to pay to The Freedom Park Conservancy for the design, and construction of the Richard and Annette Cancer Survivors Plaza the sum of \$750,000 as follows: \$250,000 on signing this agreement, \$250,000 upon beginning construction (i.e. groundbreaking), and \$250,000 upon completion of construction. Donor Agrees to pay to City \$100,000 at dedication to fund perpetual maintenance. Additionally, donor will deliver the sculpture "Cancer...there's hope" by Victor Salmones.

VI. RIGHTS, DUTIES AND OBLIGATIONS OF CITY

Freedom Park Conservancy, Inc.
and City agree to:

1. Utilize Donor's contributions solely to pay actual costs incurred by City^{and Freedom Park Conservancy Inc.} for design, construction, site amenities and improvements, and maintenance of the Richard & Annette Bloch Cancer Survivors

2. Construct the Richard & Annette Bloch Cancer Survivors Plaza in accordance with the design of ECOS Environmental Design dated Oct 13, 2000* (attached hereto as Attachment B and made a part of this agreement). The park is to be completed by June 1, 2002. Failure to complete the Park by that date shall be cause for the to pay to the Donor the sum of \$100 per day until the Park is substantially completed and dedicated. Freedom Park Conservancy, Inc.

3. Organize a dedication ceremony upon completion.

4. Maintain the park in a neat, orderly, and attractive appearance and operating condition. To insure that the park is properly maintained, an independent group of three or more individuals shall be designated by both parties to review the condition of the park from time to time. If this committee feels that something needs to be done to properly maintain the park, they shall notify the City. If the City fails to take action on their request within 60 days, the independent group may take such action as is necessary to properly maintain the park and will be reimbursed any costs by the City promptly.

VII. GENERAL CONDITIONS

The following conditions shall apply to this Agreement:

1. Applicable Law.

Parties to this agreement shall conform to all existing and applicable City ordinances, resolutions, state laws, federal laws and all existing and applicable rules and regulations. Georgia law will govern the terms and the performance under this Agreement.

2. Merger

This Agreement shall not be merged into any other oral or written contract, lease or deed of any type. This is the complete and full agreement of the parties.

3. Modification

This Agreement contains the entire agreement of the parties. No representations were made or relied upon by either party other than those that are expressly set forth herein. No agent, employee or other representative of either party is empowered to alter any of the terms hereof unless done in writing and signed by an authorized officer of the respective parties.

4. Strict compliance

All provisions of this agreement and each and every document that shall be attached shall be strictly complied with as written, and no substitution or change shall be made except upon written direction from an authorized representative.

* To be further revised

5. Authorized Representative

In further consideration of the mutual covenants herein contained, the parties hereto expressly agree that for the purposes of notice, including legal service of process, during the term of this agreement and for the period of any applicable statute of limitations thereafter, the following named individuals shall be authorized representatives of the parties:

A. City of Atlanta
Bill Campbell, Mayor
55 Trinity Ave. SW
Atlanta, GA 30335

B. R. A. Bloch Cancer Foundation, Inc.
Attn: Mr. & Mrs. Richard Bloch
4410 Main Street
Kansas City, MO 64111

Executed this _____ day of _____, 2000.

ATTEST:

CITY OF Atlanta

BY: Bill Campbell, Mayor (SEAL)

R. A. BLOCH CANCER FOUNDATION, INC.

Richard A. Bloch, Pres.

(As to the City of Atlanta)

The Freedom Park Conservancy, Inc.

Approved As To Form:

City Attorney

By Kara Land, President

#10

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(Do Not Write Above This Line)

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BY: COUNCILMEMBERS DEBI STARNES,
CATHY WOOLARD AND
DOUG ALEXANDER

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PARK AND FOR OTHER PURPOSES

- ☐ CONSENT REFER
- ☐ REGULAR REPORT REFER
- ☐ ADVERTISE & REFER
- ☐ 1st ADOPT 2nd READ & REFER
- ☒ PERSONAL PAPER REFER

Date Referred 11/6/00

Referred To: Finance / Exec

Date Referred

Referred To:

Date Referred

Referred To:

Committee _____
Date _____
Chair _____
Referred to _____

First Reading

Committee

Date

Chair

Action:

Fav, Adv, Hold (see rev. side)

Other:

Members

Refer To

Committee

Date

Chair

Action:

Fav, Adv, Hold (see rev. side)

Other:

Members

Refer To

Committee

Date

Chair

Action:

Fav, Adv, Hold (see rev. side)

Other:

Members

Committee

Date

Chair

Action:

Fav, Adv, Hold (see rev. side)

Other:

Members

Refer To

Refer To

CERTIFIED

FINAL COUNCIL ACTION
☐ 2nd ☐ 1st & 2nd ☐ 3rd
Readings
☐ Consent ☐ V Vote ☐ RC Vote

MAYOR'S ACTION